

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



## HOLIDAY PROVISION

FOR

**BUILDING CONSTRUCTION INSPECTOR  
(OPERATING ENGINEER)**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES

43-12-42  
HCL

**AGREEMENT**

**between**

**SMITH-EMERY COMPANY**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 12**

**1998 - 2001**

This Agreement is made and entered into this 1st day of June, 1998, by and between Smith-Emery Company (hereinafter referred to as the "Employer"), and the International Union of Operating Engineers, Local Union No. 12 and its subdivisions, affiliated with the AFL-CIO, (hereinafter referred to as the "Union").

**WITNESSETH**

**WHEREAS, the Employer is engaged in Construction Inspection in Southern California; and**

**WHEREAS, the Employer may continue to employ Building Inspectors, herein referred to as Workmen or Employees; and**

**WHEREAS, it is the desire of the parties to establish a fair and competitive pay scale, fair and equitable working conditions, in a Southern California marketplace while allowing the Employer to compete with the growing non-union inspection market; and**

**WHEREAS, it is the intention of the parties to now make an all-out attempt to recapture the work covered by previous Agreements which has now been severely eroded by non-union inspection firms; and**

**WHEREAS, the Union recognizes the fact that the Employer's clientele consists primarily of architects, structural engineers, developers, financial institutions, entertainment institutions, insurance companies and governmental agencies who generally are not signatory to Labor Agreements recognized by the Building Trades Council;**

this Agreement including but not limited to all travel pay, subsistence, fringe benefits and the Employer shall withhold all payroll deductions as required by State and Federal Law.

**ARTICLE VIII**  
**Holidays**

A. The following dates are recognized as holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

and the first Saturday following the first Friday in the months of June and December.

B. No work shall be required on Labor Day or the first Saturday following the first Friday in the months of June and December, except in case of extreme emergency and then only to protect life and property.

C. If any of the holidays set forth in "A" of this Article should fall on Sunday, the Monday following shall be considered the holiday.

D. Any work performed on the above holidays shall be paid for at the triple rate of pay, with the exception of the first Saturday following the first Friday in the months of June and December which will be paid at the double time rate.

E. It is understood that any work performed offsite shall be paid for at the double rate of pay.

F. The two (2), four (4), or eight (8) hour provisions in Article XI, Paragraph D, shall apply to the holidays in Paragraph A of this Article.